

## **Agreement between Valemount Stakeholders, Canadian Mountain Holidays, and Mike Wiegele Heliskiing**

Valemount Stakeholders include: Village of Valemount, Valemount & Area Trails Society, Timberline Snowgoers, Yellowhead Outdoor Recreation Association and associated businesses that depend on winter recreation including: Robson Heli Magic, Yellowhead Helicopters, Cariboo Snowcat Skiing, Mount Robson Lodge, Hauer Brothers, Sunrise International Inc. Terracana Ranch Resort, Canoe Mountain Resorts, Alpine Country Rentals, Snowfarmers, Caribou Grill, Alpine Inn & Loose Moose Pub, Great Escape Restaurant, Canoe Mountain Extreme Sports, Robson Shadows, Stone Haven Inn, Cougar Mountain Lodge, Powerboarders, Tags, Twin Peaks Resort, Cold Fire Creek Dog Sledding, Melsview Links Golf Course, Rainbow Retreat, Valemount Pines Golf Club, Essentials Gifts, Scenic Mountain Tours, Valemount Snowmobile Tours, Holiday Inn, Headwaters Outfitting Ltd. The stakeholders are represented by appointed negotiators, pending the formation of the Community Development Corporation that will be established as a consequence of this Agreement.

**March 12<sup>th</sup>, 2004**

### **1.0 Preamble**

This Agreement covers approximately 900 000 hectares of land between Mount Robson Park in the east and Wells Gray Park in the west and from Horsey Creek in the north, southwards down the North Thompson to Blue River (hereinafter referred to as the Area)

Winter recreation activities are a major driver of the local economy from Valemount to Blue River. Existing recreation related businesses and new recreation business investments depend upon sustaining these activities and managing their growth. These activities also represent opportunities for the general public to enjoy recreational experiences and thereby contribute to the wellbeing of many Canadians.

Collaborative planning and constructive conflict resolution have the potential to significantly improve the compatibility of winter recreation activities in the Area, including improving the safety and quality of experience for recreationists. This will result in increased growth potential and sustainability of related businesses and the local economy. For these reasons, the Valemount Stakeholders, Canadian Mountain Holidays (CMH), and Mike Wiegele Heliskiing (MWH), (hereinafter referred to as the Parties) have developed the following Agreement (hereinafter referred to as the Agreement).

### **2.0 Agreement Conditions**

The Parties agree that:

2.1 This Agreement is subject to:

2.1.1 Development of a draft Sustainable Resource Management Plan (SRMP) that incorporates the relevant components this Agreement and is linked to, or incorporates, the Crown Land Plan that is also under development in the Valemount area. It is assumed that the Provincial Government will provide the financial resources necessary to complete the SRMP and that the Parties will contribute in-kind resources, such as staff time, to support development of the SRMP. The Parties understand that this Agreement is not binding upon the Provincial Government. However, the Parties have negotiated this Agreement in good faith, with guidance and support from the Province, in an effort to find local solutions to longstanding conflicts to support the sustainability of local communities.

- 2.1.2 Full public review of the draft SRMP, which will involve the Parties in presenting the draft SRMP to the public on a collaborative basis. The Parties will support this Agreement during the public review process and thereafter according to the terms and conditions of this Agreement.
- 2.1.3 The Parties receiving feedback, such as suggested improvements or concerns, from relevant Provincial Agencies on the terms of this Agreement while it is still in draft form.
- 2.1.4 Full disclosure of reasons for any changes made to this Agreement by the Provincial Government through the SRMP process.
- 2.1.5 The Provincial Government engaging First Nations in the development of the SRMP.
- 2.1.6 Incorporation of the relevant components of this Agreement into the final SRMP recognizing that parts of it may be changed by the Government in the SRMP which may result in any, or all, of the Parties to the Agreement withdrawing their support for it.
- 2.1.7 Commitment by the Provincial Government to providing the necessary leadership, support, and regulatory framework to ensure sustainable management of winter recreation within the context of the approved SRMP.

2.2 This Agreement is:

- 2.2.1 a package deal; and the commitments associated with all parts of the package are needed to sustain the Agreement;
- 2.2.2 supported by, and binding on, all Parties to the Agreement subject to the foregoing;
- 2.2.3 intended to support the long-term sustainability of the communities and businesses in the Area and as a result does not have a limited term. The effectiveness of the Agreement will be reviewed by the Parties annually at which time the Parties may collectively decide to improve or modify the Agreement.
- 2.2.4 sustained by the commitment of the Parties to support and abide by the terms. If any Party contravenes the terms they will have broken the Agreement at which time the remaining Parties may decide to maintain, modify or dissolve the Agreement. When issues arise regarding implementation of the Agreement the Party with concerns will raise these issues with the other Parties in a constructive manner during the annual review. If an issue is deemed to be urgent by any Party then that Party may immediately raise the issue with the other Parties for resolution and all Parties will seek to resolve the issue in a timely manner. All Parties are committed to seeking resolution to issues in a constructive and collaborative manner and will avoid seeking intervention by the Provincial Government unless the issue cannot be resolved. Prior to dissolving the Agreement the Parties will seek direction from Provincial Agencies for issues that are relevant to provincial jurisdiction and engage in a mediation process.
- 2.2.5 open to the inclusion of new Parties subject to the agreement of the existing Parties.

### **3.0 Terms Of Agreement**

The Parties agree to support, and where indicated implement, the following proposals and commitments.

### **3.1 Vision, Goals, Objectives and Principles**

#### **3.1.1 Vision**

The Area is an all-season recreation area experiencing steady growth with tremendous potential for the future. Our vision is to develop the Area into a world-class year round tourist destination that supports healthy and vibrant communities.

#### **3.1.2 Goals**

To achieve this vision the Parties will support the development of a healthy diversity of year-round recreational activities to increase the viability of local businesses. This development will improve services, management and infrastructure resulting in increased marketability and sustainable growth.

#### **3.1.3 Objectives**

- 3.1.3.1 Support the application, and development where required, of a legal and regulatory framework to implement this Agreement.
- 3.1.3.2 Increase the compatibility between all user groups.
- 3.1.3.3 Encourage respect for tenure holders through mutual support.
- 3.1.3.4 Respect public access.
- 3.1.3.5 Manage all use to minimize impacts on the environment, wildlife populations and habitat.
- 3.1.3.6 Manage recreation to enhance the safety of all users.

#### **3.1.4 Principles**

- 3.1.4.1 Governments, businesses and residents are committed to working together in an open, fair and productive environment to build the Area into a more attractive year-round destination and service center for backcountry activities, soft adventure and eco-tourism.
- 3.1.4.2 In order to achieve the vision; local businesses, stakeholders and governments need to take a leadership role and provide the required coordination effort and sustained commitment.
- 3.1.4.3 A carefully planned and well managed range of winter recreation products such as snowmobiling and commercial snowmobile tours, helicopter skiing, backcountry skiing, snow-cat skiing, sled-skiing, dog-sledding, and alpine (downhill) skiing have the potential to diversify and strengthen the Area's economy.
- 3.1.4.4 A range of planning, infrastructure, communication, education, and enforcement tools are necessary to achieve the vision. Given that many recreationists are independent, public education is essential to achieve management objectives and compliance should be promoted in a collaborative and positive manner.

- 3.1.4.5 It is essential to cultivate respect amongst user groups, and for the environment, to enhance implementation of the Agreement.
- 3.1.4.6 Governments, businesses and residents are aware of the inherent risks that are associated with winter backcountry mountain recreation, and recognize the need to ensure that public and commercial activities are managed to provide the safest possible experience for residents and visitors to international standards of hazard awareness, loss prevention and risk management.

### **3.2 Economic Development**

The following proposals and commitments will enhance the diversity of winter recreation activities and support the local economy.

#### **3.2.1 Commercial Guiding and Tenuring**

To expedite the expansion of guided opportunities for winter recreation, including snowmobile guides, helicopter supported ski touring, and snowmobile supported skiing/boarding the Parties agree to the following:

- 3.2.1.1 Guides are professionals with the necessary skills and qualifications to provide safe recreational experiences for their clients while avoiding impacts on wildlife and the environment and accommodating the needs of other recreationalists. Guides are appropriately certified, licensed, insured, and tenured to provide these services.
- 3.2.1.2 CMH and MWH will work with prospective guides from the local communities that wish to develop guiding businesses within CMH's and MWH's tenure area. This may include providing feedback on the location and management of the proposed use.
- 3.2.1.3 Valemount Stakeholders that are interested in pursuing commercial winter recreation activities will apply for tenure from Land and Water BC (LWBC), and will ensure that these activities are not inconsistent with this Agreement. Where tenure proposals overlap with CMH or MWH tenure they will develop those proposals in consultation with CMH and/or MWH (depending on which tenure is overlapped). Once established by the Parties, the Community Development Corporation (CDC, 3.4.1.2) will apply for tenure for guided snowmobile activities on behalf of local guides that are affiliated with the CDC. Where this tenure application overlaps CMH and MWH tenure, particularly in the Guided Only area beyond Westridge, at Dixon Glacier and at Manteau, the CDC will develop specific agreements with CMH and MWH to ensure compatibility of heli-skiing and snowmobiling.
- 3.2.1.4 The Parties will provide mutual support in tenure applications and management plan development/renewal provided the tenure applications and management plans are consistent with this Agreement. This includes support for the current and forthcoming management plan renewals of MWH and CMH. In addition, the Parties agree that LWBC should give preference to local businesses with respect to new tenure opportunities and that existing tenure applications should not be approved until the

SRMP is completed and local businesses have had the opportunity to submit their applications.

**3.2.2 Snowmobile Development**

- 3.2.2.1 **New controlled snowmobile areas.** The Parties agree to the establishment of new/expanded controlled snowmobile areas at: Oasis, Robina, Horsey Creek, Camp Creek extension, Allen Creek, lower N Thompson and on the Westridge (map A). And further that the Chapel Creek area will remain as a controlled snowmobile area with the current boundaries and modification to the access as indicated on Map A in Schedule 1.
- 3.2.2.2 **Snowmobile trail systems** – The Parties agree that an expanded trail network (to be defined through 3.2.2.4) should be developed to further promote snowmobiling.
- 3.2.2.3 **Revision of Heliski Tenure.** CMH and MWH will voluntarily remove the following areas from their tenure after the SRMP is complete, consistent with the Agreement Conditions (2.0): Oasis, Allen Creek, portions of Camp Creek, Clemina, and Robina (see map B). Valemount stakeholders and MWH will work together to identify specific runs within the MWH tenure withdrawal area that do not conflict with snowmobiling which MWH will have the opportunity to continue to access for heli-skiing.
- 3.2.2.4 **Snowmobile Industry Development Action Plan** – The Parties agree to support development and implementation of a Snowmobile Industry Development Action Plan including:
  - 3.2.2.4.1 Continued support for the development and financing of the Action Plan.
  - 3.2.2.4.2 CMH will provide \$5000 to support preparation of the Action Plan provided these funds are matched by local businesses.

**3.2.3 Ski Development**

- 3.2.3.1 **Securing Heli-ski and Backcountry Ski Experiences** – The Parties agree to snowmobile closures in the areas identified in the following table and on map A to protect the experience of Heli and backcountry skiers and to ensure the safety of all.

Location	Closure dates
<b>Areas</b>	
Twilight Area	December 1 <sup>st</sup> to April 30 <sup>th</sup>
Portions of Westridge	December 1 <sup>st</sup> to April 30 <sup>th</sup>
Portions of Canoe	December 1 <sup>st</sup> to April 30 <sup>th</sup>
Portions of North Thompson and Adolph	December 1 <sup>st</sup> to April 30 <sup>th</sup>
“Highway”	December 1 <sup>st</sup> to April 23 <sup>rd</sup>
Swift Creek	December 1 <sup>st</sup> to April 15 <sup>th</sup>
Yellowjacket Creek	December 1 <sup>st</sup> to April 15 <sup>th</sup>
Bulldog Creek	December 1 <sup>st</sup> to April 15 <sup>th</sup>
David Henry Creek <sup>1</sup>	December 1 <sup>st</sup> to April 15 <sup>th</sup>
Bunny Buster South (Ski touring Only), Tahiti and Aloha	All season

The Parties agrees to a snowmobile closure in the Foster area except for members of the Timberline SnowGoers (TSG). MWH and TSG will develop a specific agreement regarding snowmobiling in the Foster Area to ensure compatibility of the uses and to maintain local opportunities for snowmobile use. The specific agreement will address: the maximum number of snowmobilers that will visit the area, critical ski runs that require protection, requirements for notification and coordination, and limitations on promoting the area, among other things.

3.2.3.2 The Parties agree to the establishment of Guided Only Snowmobile areas in the following areas: beyond Bunny Buster/Felicity basin, Dixon Glacier and Manteau (see map A and C) (see Guided Only Area definition in Schedule 2).

3.2.3.3 **Westridge Ski Zone.** The Parties agree to the establishment of a ski zone on the eastern slopes of Westridge and Mica mountain (Map C) that includes the following:

3.2.3.3.1 Expansion of Cariboo Snowcat Skiing tenured area at Ski Hill and Mica Mountains. Expansion of these areas will make Cariboo Snowcat Skiing a more viable operation, offering increased economic benefits to the local community. If the previously proposed downhill ski development occurs on Ski Hill mountain then Cariboo Snowcat should be given fair treatment by the Provincial Government.

3.2.3.3.2 A nonmotorized backcountry ski area in the vicinity of the Yellowhead Outdoor Recreation Association (YORA) Cabin at Westridge. Heliskiing in this backcountry area will not occur on Bunny Buster South. In addition, and with advanced notice<sup>2</sup> from YORA, CMH will do its best to avoid using Andiamo and Christmas. These arrangements will be reviewed within three years and may be modified to address

<sup>1</sup> Snowmobile access to Dave Henry Lodge will be maintained.

<sup>2</sup> Notification will be by email as soon as possible when YORA knows of the use.

increasing backcountry skiing activity including consideration of reduction in heli-ski use and tenure in the area.

- 3.2.3.3.3 A snowmobile corridor through the backcountry ski area to provide access to snowmobiling opportunities in the Bunny Buster/Felicity basin. This corridor is also intended to provide access to the YORA cabin and access for sled-skiing on the eastern slopes of Westridge.
- 3.2.3.3.4 A snowmobile closure for all of the ski zone except for the corridor.
- 3.2.3.4 **Sled-Skiing on Crystal Ridge** – The Parties agree to the establishment of a sled skiing/boarding zone on Crystal ridge (see map A) to increase the opportunities for local skiing/boarding..
- 3.2.3.5 **Robson Heli Magic tenure trade in Mount Robson Park.** The Parties agree to support a reconfiguration of Robson Heli Magic's (RHM) tenure inside Robson Park. This tenure reconfiguration involves removing Mt. Longstaff (inside Robson Park) from the RHM tenure and including some potential Heli-ski runs on the north slopes inside Robson Park beyond the rest of the existing tenure and must accommodate the interests of Dave Henry Lodge. This tenure reconfiguration will significantly improve the viability of the RHM operation, and create significant economic spinoff benefits for the community of Valemount.
- 3.2.3.6 **Access to Wells Gray Park for MWH.** The Parties agree to support MWH's application for new heliski runs in Wells Gray Park from Moby Dick to the south.

#### **3.2.4 Other Opportunities**

The Parties agree to support the development of other winter recreation opportunities as part of the development and implementation of the SRMP. Examples include:

- 3.2.4.1 **Helicopter and Snowmobile assisted ski touring** - This activity has potential for local and visiting recreational skiers as well as the development of a guided ski product that would add to the diversity and marketability of Valemount as a ski destination.
- 3.2.4.2 **Hut-to-hut backcountry ski touring** – There are a number of locations where hut to hut product could be developed including along the Cariboo traverse and in the Clemina and Robina area.
- 3.2.4.3 **Dogsledding.** There is potential to further develop a dogsledding product in the Area.

In addition, the Parties agree to work together to:

- 3.2.4.4 **Provide Employment in Local Communities.** The businesses that are party to this Agreement agree to implement hiring policies that give preference to appropriately qualified local people.
- 3.2.4.5 **Improve Tourism Infrastructure.** The Parties agree to work together with relevant government agencies to improve tourism infrastructure including:
  - 3.2.4.5.1 **Reducing the wait times at the scales** by providing an exemption for commercial

recreational vehicles/tour buses/vans at the scales.

3.2.4.5.2 **Establishing Mount Robson Park as a Gateway.** There is significant potential for Mount Robson Park to act as the gateway to Jasper National Park. This could involve transferring responsibility for a portion of Robson Park to the Federal Park system thereby increasing its profile to that of a National Park and bringing the west entrance to the National Parks to within 30 Km of Valemount. The Parties agree to the area identified in Map D for transfer to Federal Park status. These boundary adjustments will not compromise continued use of commercial tenures in the Park.

3.2.4.5.3 **Expanding the Valemount Airport.** Improvements to the Valemount Airport such as extending and widening the runway, and providing for IFR use to accommodate larger commercial aircraft will significantly enhance access to the area for visitors.

3.2.4.6 **Improve Integration of Forestry and Winter Recreation.** The Parties agree to work together with forest companies and Timber Sales BC to develop a strong working relationship that maximizes the integration of forest development activities and winter recreation opportunities. This relationship may include, but is not limited to, collaboration and discussion on cutblock design, as well as priorities for development, access and deactivation. Relevant winter recreation priorities near Valemount include developing ski runs on the Westridge and maintaining access roads to alpine areas.

### **3.3 Map Designations**

3.3.1 Maps A and C define zones where specified activities are either emphasized, controlled or excluded. It is assumed that these zones will be established by way of Land Act or other designations with explicit management objectives that are consistent with the intent of the zones.

The Zones include:

3.3.1.1 **Controlled Snowmobile Zone:** These are areas where emphasis is placed on supporting snowmobile access and use. These areas are managed under Management Agreements between local organizations (e.g. Valemount and Area Trails Society) and the Provincial Government. Fees are charged to snowmobile users which are used to pay for grooming, warming huts, snowmobile patrol and other services.

3.3.1.2 **Helicopter and Backcountry Ski Zone:** These are areas where emphasis is placed on helicopter assisted skiing and ski touring. Snowmobiling is either on a guided only basis or not permitted.

- 3.3.1.3 **Nonmotorized Backcountry Recreation Zone:** These are areas where emphasis is placed on nonmotorized backcountry recreation such as ski touring. Helicopters and snowmobiles are excluded.
- 3.3.1.4 **Cat-ski Zone:** These are areas where emphasis is placed on Cat assisted skiing.
- 3.3.1.5 **Snowmobile Assisted Skiing/Boarding Zone:** These are areas where emphasis is placed on snowmobile assisted skiing and boarding.
- 3.3.1.6 **Snowmobile Closure Zone:** These areas are closed to snowmobiling to reduce conflicts with other users. Closures may be for a specified time period or for the full season.
- 3.3.1.7 **Guided Snowmobiling Zone:** These areas are open to snowmobiling on a guided only basis. Guides are certified, licensed, insured and tenured by LWBC. Tenures in Guided Only zones will have clear boundaries and management plans as per the commercial backcountry recreation policy.

### **3.4 Management**

#### **3.4.1 Roles and Responsibilities**

- 3.4.1.1 The Parties agree that the Provincial Government must play a leadership role in managing winter recreation by:
  - 3.4.1.1.1 providing a legal foundation for this Agreement in an SRMP and related regulatory/policy mechanisms;
  - 3.4.1.1.2 providing management and enforcement resources to implement the SRMP;
  - 3.4.1.1.3 entering into management agreements, partnerships, and innovative tenure arrangements with recreation businesses and organizations that enable them to participate in recreation management while recognizing the limitations of these businesses and organizations;
  - 3.4.1.1.4 reducing the liability risks of organizations and businesses that participate in recreation management such as providing some liability coverage for organizations that take on management responsibility in controlled snowmobile areas.
- 3.4.1.2 The Parties are committed to establishing a Community Development Corporation (CDC) in Valemount in association with the Village of Valemount, and relevant organizations and businesses, to coordinate, develop and manage the snowmobile areas. An interim steering committee made up of the CDC funding partners, Valemount and Area Trails Society, Timberline Snowgoers and the Village of Valemount will oversee establishment of the CDC (see Schedule 3 for funding arrangements).

#### **3.4.2 Safety**

Maintaining and improving the safety of winter recreationalists is a critical priority for the Parties to this Agreement. The Parties agree to work collaboratively with the Provincial Government and Local Government to:

- 3.4.2.1 **Improve Public Awareness.** This includes developing maps and signage to identify recreation zones and trails, hazards, recreation activity closures and limitations, and wildlife habitat/closures. Maps should be made publicly available at trailheads and cabins, snowmobile shops, the Valemount tourist information center, accommodation facilities and lodges, restaurants, and through commercial operations. In addition, sled reports should be broadcast on the radio (e.g. CFCW) and a snowmobile information center will be established with information packages including; maps of closed areas, caribou habitat, code of ethics and a list of snowmobile guides. With respect to establishing appropriate signage, CMH will provide financial and in-kind assistance to install signage to enhance public safety and awareness about designated snowmobile areas and all closures. In addition, CMH will work with local stakeholders to install signs that identify designated snowmobile and non-snowmobile areas and provide directional information, at key locations on Westridge as soon as possible. Provided snowpatrol services and supporting provincial enforcement are provided the Parties support reconfiguration of the existing closure on Westridge for the remainder of the 03-04 season.
- 3.4.2.2 **Improve Avalanche Awareness.** This includes providing recreational avalanche courses. CMH and MWH are committed to supporting formal and informal avalanche training courses in the local communities for locals and visitors. Specifically, CMH will promote snow and avalanche education in Valemount, on an annual basis, by working with the local high school to increase avalanche awareness amongst youth, exploring opportunities to support avalanche training through the Outdoor Education program at the College, and helping to facilitate training for snow patrol and other recreational riders. In addition, the CAA avalanche bulletin will be posted in locations such as trailheads, commercial operations, shops, gas stations, restaurants, tourist information center, hotels/motels/lodges and on websites.
- 3.4.2.3 **Provide opportunities for youth in the MWH Ski Guide program** – MWH is developing a Ski Guide training program in association with University College of the Cariboo in Kamloops and the Kamloops School District, (the Blue River Academy), which will provide opportunities for grade 12 students to become certified guides. MWH will seek annual sponsorship for a Valemount grade 12 student to enter this program starting in 04/05<sup>3</sup>.

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<sup>3</sup> The value of this sponsorship is estimated to be at least \$10,000 per year.

- 3.4.2.4 **Improve Communications.** Communication to facilitate coordination and safety between the snowmobile patrol and heli/snowmobile guides, other operators and rental shops will be improved including sharing information on snow conditions. In order to share information on snow and avalanche conditions CMH and MWH will require a hold harmless agreement to be concluded. In addition, there will be an annual meeting of helicopter and snowmobile guides and snowmobile patrol to develop strategies to improve safety.
- 3.4.2.5 **Develop a Code of Ethics.** This code will address issues like:
- Conduct when different user groups meet.
  - Protection of infrastructure needed by different users (i.e. signs/stakes/ equipment)
  - Awareness of other users and danger of triggering avalanches above them.
  - Conduct when encountering wildlife
  - Maintaining the integrity of the environment
- 3.4.2.6 **Qualify and Promote Snowmobile Guides.** This includes developing improved programs, guidelines and a system of education to provide appropriate snowmobile specific training and certification for snowmobile guides. Visiting snowmobilers will be encouraged to use guides. MWH will provide opportunities for Valemount snowpatrol and local guides<sup>4</sup> to take the annual in-house MWH guides training program at cost.
- 3.4.2.7 **Expand the Snow Patrol.** The target is two appropriately trained and certified patrol in every controlled snowmobile area including Westridge. In order to help fund the snow patrol, CMH will provide \$2,500 to the Snow Patrol for the remainder of the 03-04 season. Further, CMH will provide at least \$3,000 per year to support the snow patrol, beginning in the winter of 2004/05, for a three year period, with the possibility of an extension after this time. This funding support is based on the assumptions that the patrol will:
- Monitor the boundaries of the key areas identified in the Agreement including Westridge (beyond the public snowmobile area), Camp, Allan, and the North Thompson on a regular basis throughout the heli-ski season, targeting areas where snowmobile/ski conflicts are expected.
  - Provide regular updates and communications as per established protocols with CMH
  - Be clearly identified in the field as snow patrollers
  - Provide public education about designated snowmobile areas and all closures.

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<sup>4</sup> This offer aims to provide the training to ten guides/snowpatrol each year for three years at a cost of approximately \$1650.00/individual inclusive of accommodation, food, helicopter time, instruction, facilities, manual and first aid and assumes the guides/patrol will have their own personal gear including snowmobiles. MWH intends to hire a snowmobile instructor for the course to enable snowmobile certification in addition to providing opportunity for level 1 avalanche and ski guide certification through the course.

- Observe, record, and report, and work in conjunction with enforcement officials (RCMP, Forests Service Officers, Conservation Officers and Land Officers).
- Maintain statistics and records

3.4.2.8 **Improve Search and Rescue.** The parties will work together to enhance search and rescue capacity in the valley including coordinating with the Provincial Emergency Program.

3.4.3 **Controlled Recreation Area.** The parties support the development and establishment of Controlled Recreation Areas (CRAs) as a potential mechanism to provide enhanced winter recreation management in key locations. Some proposed CRA's are identified on map A.

#### 3.4.4 **Environment**

3.4.4.1 The Parties are committed to minimizing impacts on the environment and will work collaboratively and with the Provincial Government to:

- Develop and improve best practices for working in mountain environments;
- Protect the needs of wildlife in key habitats including supporting wildlife closures in the locations identified on map A and monitoring and reporting wildlife activity;
- Supporting and participating in monitoring and research on Mountain Caribou and other wildlife.

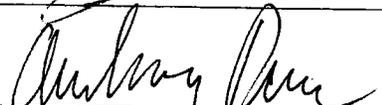
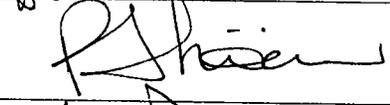
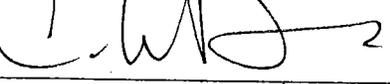
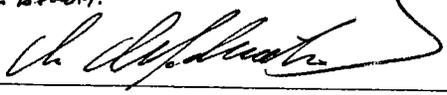
### 3.5 **Implementation**

#### 3.5.1 **Action Plan for Implementation**

The parties agree to develop an implementation plan for this Agreement by April 30<sup>th</sup> 2004.

**4.0 Signed Confirmation**

The following signatures indicate the commitment of the Parties to implement this Agreement.

Name	Signature
<b>Valemount Negotiators on behalf of Valemount Stakeholders and the CDC</b>	
Lisa Levasseur	
Tony Parisi	
Dale Hauer	
Patricia Thoni	
<b>Canadian Mountain Holidays</b>	
Walter Bruns	
Dave Butler	
Danny Stoffel	
Connie MacDonald	
<b>Mike Wiegele Heliskiing</b>	
Mike Wiegele	
Michelle Wiegele	on behalf. 

### Endorsements

The following individuals/organizations/businesses endorse and support this Agreement.

NAME	ORGANIZATION
<i>Jeanette Reynolds</i>	
<i>AT Reed</i>	<i>Timberline Snow Goers</i>
<i>Dan King</i>	<i>Timberline Snow Goers</i>
<i>Beatrice Joan Nordin</i>	<i>Councillor - Village of Valemount</i>
<i>A</i>	<i>Andreas Thoni</i>
<i>Rud. Thoni</i>	<i>YORP</i>

**Schedule 1**

MAP A – Proposed Zones

MAP B – Tenure Withdrawal

MAP C – Westridge Zones

MAP D – Proposed Federal Park Designation in Robson Park

**Schedule 2**

**Guided Only Areas Definition**

1. These are defined areas where public access by snowmobile is limited to guided only. Guides will be provided from the Community Development Corporation, which will apply for land tenure to the area. Guides may be provided from other tenured operations.
2. Guided Only Areas will be signed and publicized as only accessible with a guide. Cost of supplying and maintaining signage will be negotiated between the heli-ski and snowmobile guide tenure holders.
3. Legal status and enforcement of Guided Only Areas should be by the Province, potentially through the establishment of a CRA over the Guided Only Area. The CRA could be held by both the Heli-ski company and the Snowmobile Guide tenure holder(s) to enable both/all parties to provide enforcement.
4. Guided snowmobile activity in these areas will not compromise the ability of Heli-ski companies to safely use Heli-ski runs. Guided activities will be coordinated between Heli-ski and snowmobile operations to ensure safety of all. This will require effective coordination and communication protocols.
5. Coordination of heli-ski and snowmobile operations needs to be documented in the management plans attached to the tenures.
6. Guided only snowmobile areas may be open to unguided public snowmobiling during a specified period of time as a result of Government decisions.

**Schedule 3**

Funding Commitments to support the establishment of the Community Development Corporation include the following.

Pending the recommendations of the proposed snowmobile industry development plan, CMH will provide at least \$7,000 per year for a 3-year period, with the possibility of a two year extension, to support a project manager for the CDC. The manager will facilitate implementation of the development action plan, and may be hired to provide assistance with the development of the plan (e.g. research and administration). The new manager will be accountable to the Board of Directors: CMH funding is contingent on the achievement of clear goals and objectives established by the Board of Directors and the commitment of fair and reasonable financial support for this position from other sources including the Village and local businesses.

MWH, Canoe Mtn. Resorts, and Yellowhead/Robson HeliMagic (to be confirmed), are committing \$26,000 each over a three period to support establishment of the CDC subject to finalizing the corporate structure in keeping with the spirit and intent of this Agreement.